

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.**

**SUMMONS FOR JUDGMENT NO.150 OF 2007
IN
SUMMARY SUIT NO.3324 OF 2005**

Chhaganlal Haribhai Kesur.

...Plaintiff.

Vs.

M/s.Anu International Marketing Services & Anr. ...Defendants.

....

Mr. Bharat Vaishnava for the Plaintiff.

None for the Defendants.

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CORAM : DR.D.Y.CHANDRACHUD, J.

4th June 2007.

P.C.:

The suit under Order 37 of the Code of Civil Procedure, 1908, is based on a Promissory Note dated 22nd April 2003 executed by the Defendants in the amount of Rs.1 lakh. The Plaintiff lent and advanced an amount of Rs.1 lakh to the Defendants and a Promissory Note was executed in order to provide for the payment of the amount due and outstanding. The Plaintiff addressed a notice of demand on 26th June 2005 to which there was no reply. The Defendants have been served with the Writ of Summons. Counsel appearing on behalf of the Plaintiff undertakes to file an affidavit of service within a period of one week from today. The Defendants have entered appearance.

However, no reply has been filed to the Summons for Judgment.

Counsel appearing on behalf of the Plaintiff has tendered a compilation of the original documents consisting of the Promissory Note dated 22nd April 2003 upon which the claim in the suit is founded. The claim of the Plaintiff falls within the purview of Order 37 of the Code of Civil Procedure, 1908. The Defendants have failed to file any defence making out valid and sufficient ground for the grant of leave to defend. The suit shall accordingly stand decreed as prayed with the modification that the Plaintiff will be entitled to interest at the rate of 9% per annum from the date of the suit, until payment or realisation.

The original documents shall be returned to the Advocate for the Plaintiff upon filing of photo copies and upon verification by the Registry.

The Summons for Judgment is accordingly made absolute in the aforesaid terms.

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